

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
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Dated: April 21, 2010

Sarah Curley
SARAH S. CURLEY
U.S. Bankruptcy Judge

6 Mark S. Bosco
7 State Bar No. 010167
Leonard J. McDonald
8 State Bar No. 014228
Attorneys for Movant

9 10-07319

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

13 Verlin Lee Vink and Carrie Bea Vink
14 Debtors.

No. 2:09-BK-32940-SSC

Chapter 7

15 ORDER

16 (Related to Docket #46)

17 U.S. Bank, National Association
18 Movant,

vs.

19 Verlin Lee Vink and Carrie Bea Vink, Debtors,
Roger W. Brown, Trustee.

20 Respondents.

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22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
24 and no objection having been received, and good cause appearing therefore,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

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1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated February 4, 2002 and recorded in the office of the
3 Clark County Recorder wherein U.S. Bank, National Association is the current beneficiary and Verlin
4 Lee Vink and Carrie Bea Vink have an interest in, further described as:

5 The West 177.37 feet of Lot 49, MARICOPA GARDEN HOMES, according to Book 11 of
6 Maps, page 38 records of Maricopa County, Arizona; EXCEPT the South 33 feet thereof; and
EXCEPT the North 992.91 feet thereof; and EXCEPT 1/2 interest in all oil and mineral rights as
reserved in Deed recorded January 17, 1939 in Book 330 of Deeds, page 153.

7 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
8 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
9 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
10 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
11 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

12 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
13 to which the Debtor may convert.

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